



## Notice of Service of Process

null / ALL  
Transmittal Number: 18207087  
Date Processed: 05/22/2018

**Primary Contact:** State Farm Enterprise SOP  
Corporation Service Company- Wilmington, DELAWARE  
251 Little Falls Dr  
Wilmington, DE 19808-1674

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<b>Entity:</b>	State Farm Fire and Casualty Company Entity ID Number 3461650
<b>Entity Served:</b>	State Farm Fire and Casualty Company
<b>Title of Action:</b>	James Allen Miller, Jr. vs. State Farm Fire and Casualty Company
<b>Document(s) Type:</b>	Summons/Complaint
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	Frederick County Circuit Court, Virginia
<b>Case/Reference No:</b>	CL18-119
<b>Jurisdiction Served:</b>	Virginia
<b>Date Served on CSC:</b>	05/22/2018
<b>Answer or Appearance Due:</b>	21 Days
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Personal Service
<b>Sender Information:</b>	Clinton R. Ritter 540-662-7175

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**  
251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)



# COMMONWEALTH OF VIRGINIA



## FREDERICK CIRCUIT COURT

Civil Division  
5 N. KENT STREET  
WINCHESTER VA 22601  
(540) 665-5659

### Summons

To: STATE FARM FIRE CASUALTY CO  
SERVE: REGISTERED AGENT  
CORPORATION SERVICE CO  
BANK OF AMERICA CENTER, 16TH FL  
1111 E. MAIN STREET  
RICHMOND VA 23219

Case No. 069CL18000119-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Monday, May 21, 2018

Clerk of Court: REBECCA P. HOGAN

by

A handwritten signature in cursive script, reading "Rebecca P. Hogan", written over a horizontal line.

(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name:

RITTER, CLINTON R  
205 E. BOSCAWEN STREET  
WINCHESTER VA 22601

**VIRGINIA:**

**IN THE CIRCUIT COURT FOR FREDERICK COUNTY**

**JAMES ALLEN MILLER, JR.,  
PLAINTIFF,**

**V**

**ACTION NO:** CL18-119

**STATE FARM FIRE AND CASUALTY COMPANY,  
DEFENDANT.**

**Serve: Corporation Service Company, Registered Agent  
Bank of America Center, 16<sup>th</sup> Floor  
1111 East Main St.  
Richmond, VA 23219**

**COMPLAINT**

**COUNT I  
BREACH OF CONTRACT**

COMES NOW the Plaintiff, James Allen Miller, Jr., and for Count I of his complaint states and avers as follows:

1. Your Plaintiff purchased real estate improved with 2 dwellings (structures), by deed dated the 17th day of October, 2014 from Rennie Ruble; a copy of said deed is attached hereto as "Exhibit 1", and Plaintiff prays that it be read as a part hereof.
2. Shortly thereafter, and prior to March 2, 2016, plaintiff requested that the defendant, State Farm Fire and Casualty Company, insure said property for loss from fire and/or other causes.
3. Prior to March 2, 2016 Defendant agreed to insure said property for loss by fire; a copy of the declaration page for the subject policy, number 46-CC-V683-1, is attached hereto as "Exhibit 2" and by this reference prayed to be read as a part hereof.
4. Your plaintiff paid his premiums timely, on said property, and in compliance with the terms of said insurance contract.
5. On the 2nd day of March, 2016, plaintiff suffered a loss on the insured

property by a fire, which occurred on said premises.

6. The damages caused by the ssald fire were estimated, by estimate done at defendant's request, to be in the amount of \$105,387.42; a copy of the said estimate is attached hereto as Plaintiff's "Exhibit 3" and prayed to be read as a part hereof.

7. Plaintiff secured the services of Greg Unger Builders to provide an estimate for damages which was 112,611.00; a copy attached hereto as "Exhibit 4".

8. Defendant refused to make payment for said damages, without just cause or reasonable basis.

9. Defendant breached the said insurance contract by failing to cooperate with the Frederick County, Virginia Fire Marshall in violation of Virginia Code Sections 27-85.3 through 27-85.6.

10. Defendant breached the said contract in violation Virginia Code Section 38.2-510

11. Defendant breached the terms of the said Insurance contract and refused to make payment, causing great financial harm and damages to plaintiff.

12. Plaintiff is entitled to judgment against defendant for One Hundred Five Thousand Three Hundred Eighty-Seven 42/100 Dollars (\$105,387.42) in damages for breach of contract.

## **COUNT II**

### **BAD FAITH SETTLEMENT**

#### **(Breach of implied duty of good faith and fair dealings)**

COMES NOW the Plaintiff, James Allen Miller, Jr., and for Count II (Bad Faith Settlement) of his complaint states and avers as follows:

1. The plaintiff adopts all the allegations set forth in Count I of this Complaint and prays that it be read as a part hereof.

2. On the 2nd day of March, 2016 the Frederick County, Virginia's Fire Marshall's Office, with five (5) Fire Marshalls, investigated the fire at the Plaintiff's property.

3. All five (5) of the Fire Marshalls for Frederick County concluded that the fire was of undetermined origin.

4. The Frederick County Fire Marshall's Office made no finding of arson.

5. The Chief of the Frederick County Fire Marshall's, William Pifer, III, met with an Investigator, William Niemann, of Fire Technology Consultants, retained and/or employed by the defendant, at the scene of the fire on the plaintiff's property, a few days after the said fire.

6. About a week after the fire the Defendant's investigator, William Niemann, took samples of materials from the unsecured building to be sent to a laboratory for testing.

7. The Frederick County Fire Marshall requested in August, 2016, in writing, a copy of any information the defendant may have in its possession, in reference to this fire.

8. The defendant, through its employees, agents, and persons acting on its behalf or at its direction, failed to send a copy of the lab report and any other information in their possession in reference to this fire to the Frederick County Fire Marshall's Office; see the letter attached hereto dated January 30, 2018, and prayed to be read as a part hereof, marked (Exhibit 5). In so doing the defendant acted in bad faith in violation of Virginia Code Section 27-85.3 through section 27-85.6.

9. The defendant has not sent a copy of the lab report or any information in reference to the fire to the plaintiff.

10. The defendant alleges that the fire was of an incendiary nature.

11. The plaintiff states and avers that this property was originally a gas station for years and that materials of an incendiary nature were stored all over the property, including oil, gasoline, kerosene and other materials.

12. On May 7, 2016, the defendant sent a letter to the plaintiff, copy of which is attached hereto and prayed to be read as a part hereof (Exhibit 6). Although that letter states "enclosed is a check for \$87,592.50", there was no check enclosed.

13. However, the plaintiff continued to cooperate with the defendant, allowing his deposition to be taken on the 1<sup>st</sup> day of July, 2016 by the defendant's lawyer.

14. The plaintiff continued to pay his insurance premiums for 2016 and all of 2017.

15. The defendant accepted the premiums, even after sending a letter of refusal to make payment for the damages or honor the contract.

16. The plaintiff continued to supply the defendant with requested information, including his tax returns, bank statements, business records, and even phone bills.

17. The defendant continued to delay settlement and waited ten (10) months to interview a material witness for the plaintiff.

18. Even if this was a case of arson, the defendant has no evidence that the plaintiff started this fire, either intentionally or unintentionally.

19. The defendant worked for over a year, not in an attempt to settle the plaintiff's claim, but to gather information to deny the claim, in violation of Virginia Code Section 38.2-510.

20. Pursuant to all the allegations setforth in paragraph numbers 1-12 of Count I, of your Plaintiff's Complaint, and all the allegations setforth in Count II, of your Plaintiff's Complaint, your plaintiff states and avers that the defendant acted in bad faith. The defendant refused to fulfill a contractual obligation, the defendant's actions were wrong with dishonest intent and constitutes a willful tort.

21. Plaintiff is entitled to judgment against defendant for Three Hundred and Fifty Thousand Dollars, (\$350,000.00) in punitive damages.

### **COUNT III**

#### **COMPENSATORY DAMAGES**

COMES NOW the Plaintiff, James Allen Miller, Jr., and for Count III of his complaint states and avers as follows:

1. The plaintiff adopts all the allegations setforth in paragraphs 1- 12 of Count I of this Complaint and all the allegations setforth in paragraphs 1-21 of Count II, of your Plaintiff's Complaint, and prays that they be made a part hereof.

2. The defendant breached the terms of the contract without just cause or excuse and committed a willful tort.

3. The plaintiff has lost rental income at the rate of \$1,000.00 per month for 18



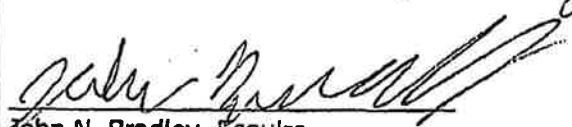
months, due to the defendant's failure to pay for damages in accordance with the terms of the insurance contract.

4. The plaintiff had to obtain the services of an attorney to file this law suit, because of the defendant's failure to honor the insurance contract.

5. Plaintiff is entitled to judgment against the defendant for Eighteen Thousand Dollars (\$18,000.00) in lost rental income and pursuant Virginia Code Section 38.2-209, plaintiff is entitled for judgment in attorney's fees in the amount of Thirty Five Thousand Dollars (\$35,000.00)

**WHEREFORE**, as to Count I, your plaintiff requests judgment against the defendant in the amount of One Hundred Five Thousand Three Hundred Eighty-Seven 42/100 Dollars (\$105,387.42), plus court costs, for breach of contract; and, as to Count II, the plaintiff demands judgment against the defendant for acting in bad faith and requests punitive damages against the defendant in the amount of Three Hundred and Fifty Thousand Dollars (\$350,000.00); and, as to Count III, the plaintiff requests judgment for attorney's fees in the amount of Thirty-Five Thousand Dollars (\$35,000.00); and, the plaintiff requests judgment for loss of rental income in the amount of eighteen Thousand Dollars (\$18,000.00), as compensatory damages.

  
JAMES ALLEN MILLER, JR.

  
John N. Bradley, Esquire  
VSB # 75953  
205 East Boscawen Street  
Winchester, Virginia 22601  
540-545-8070  
Counsel for Plaintiff

FILED  
FRED CO. CLERKS OFFICE  
REBECCA P. HOGAN, CLERK  
18 FEB 21 PM 2:37



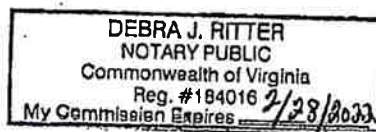
Clinton R. Ritter, Esquire  
VSB # 12088  
205 East Boscawen Street  
Winchester, Virginia 22601  
540-662-7175  
Counsel for Plaintiff

**AFFIDAVIT**

COMMONWEALTH AT LARGE, at Large  
City of Winchester, to-wit

Personally appeared before me, James Allen Miller, Jr., on this 16th day of February, 2018, and after being placed under oath, states and avers that all the allegation set forth in Counts I, II and III of his Complaint against State Farm Fire and Casualty Company are true to the best of his knowledge and belief.

Dated this 16th day of February, 2018

  
NOTARY PUBLIC

My Commission Expires: 02/28/2022


Registration No.: 184016

**CERTIFICATE**

I, John N. Bradley and Clinton R. Ritter, Counsels for Plaintiff, do hereby certify that we mail, by U.S. First Class Postal Service, a true and exact copy of the foregoing Complaint to Corporation Service Company, Bank of America Center, 16<sup>th</sup> Floor, 1111 East Main Street, Richmond, Virginia 23219, Registered Agent for State Farm Fire and Casualty Company, on this 20th day of February, 2018.

FILED  
FRED. CO. CLERKS OFFICE  
REBECCA P. HOGAN, CLERK  
18 FEB 21 PM 2:37



  
John N. Bradley, Esquire

  
Clinton R. Ritter, Esquire

1400000000

0192

DEED

THIS DEED, made this 17<sup>th</sup> day of October, 2014, by and between **Rennie RUBLE, GRANTOR**; and **James A. MILLER, JR., GRANTEE**;

WITNESSETH:

THAT, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell and convey, in fee simple and with General Warranty and English Covenants of Title, unto the GRANTEE, the following property:

ALL THAT certain lot or parcel of land containing one (1) acre, more or less, lying and being situate on the western side of Virginia-U.S. Highway 522, about nineteen miles northwest of Winchester, in Gainesboro Magisterial District, Frederick County, Virginia.

AND BEING the same property conveyed to the Grantor herein by Quitclaim Deed dated February 12, 2014 and recorded February 12, 2014 as Instrument Number 140001139, as to ½ interest and by Deed dated February 21, 2007, and recorded March 5, 2007, as Instrument Number 070003639, as to ½ interest, both deeds are recorded in the aforesaid Clerk's Office.

This conveyance is made subject to covenants, conditions, restrictions, easements and rights of way of record.

The GRANTOR covenants that said GRANTOR has the right to convey the aforesaid property; that the GRANTOR has done no act to encumber said property; that the GRANTOR will execute such further assurances as may be requisite.

Consideration: \$30,000.00

Assessed Value: \$87,900.00

Tax Map #: 06-A-37

Insured by: Old Republic National Title Insurance Company

Grantees' address: 9794 North Frederick Pike, Cross Junction, VA 22625

"EXHIBIT 1"

0193

WITNESS the following signature and seal:

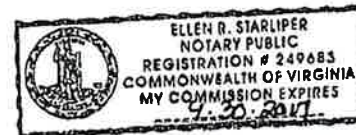
Rennie Ruble (Seal)  
Rennie Ruble

STATE OF VIRGINIA  
CITY OF WINCHESTER

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do  
certify that **Rennie Ruble**, whose names is signed to the foregoing document,  
acknowledged the same before me this 17<sup>th</sup> day of October, 2014.

Ellen R. Starliper  
Notary Public

My Commission Expires: 9-30-2017  
Registration #: 249683



Prepared by and return to:  
Briel PC Attorneys  
Michael E. Briel VSB# 28003  
12 W. Gerrard Street  
Winchester, VA 22601  
VA14-10-263-W

VIRGINIA: FREDERICK COUNTY, SC1.

This instrument of writing was produced to me on

10-20-14 at 11:39 Am  
and with certificate acknowledgment thereto annexed  
was admitted to record. Tax imposed by Sec. 58.1-802 of

\$ 88.<sup>00</sup>, and 58.1-801 have been paid, if assessable.

Rebecca P. Hogan, Clerk



OFFICIAL RECEIPT  
FREDERICK CIRCUIT COURT  
DEED RECEIPT

DATE: 10/20/14 TIME: 11:39:15 ACCOUNT: 069CLR140008833 RECEIPT: 14000018349  
CASHIER: KJS REG: WE17 TYPE: DBS PAYMENT: FULL PAYMENT  
INSTRUMENT : 140008833 BOOK: PAGE: RECORDED: 10/20/14 AT 11:39  
GRANTOR: RUBLE, RENNIE EX: N LOC: CO  
GRANTEE: MILLER, JAMES A, JR EX: N PCT: 100%  
AND ADDRESS : 9794 NORTH FREDERICK PIKE CROSS JUNCTION, VA. 22625  
RECEIVED OF : BRIEL/APRIL DATE OF DEED: 10/17/14  
CHECK: \$424.00

DESCRIPTION: 1. GA DIST. 2. PARCELS OF LAND  
CONSIDERATION: 30,000.00 A/VAL: 87,900.00 MAP: 06-A-37  
PAGES: 2, 08: 0  
NAMES: 0

301	DEEDS	14.50	145	VSLF	1.50
038	DEEDS OF CONV.	44.00	220	GRANTOR TAX	44.00
039	DEEDS & CONTRACTS	219.75	213	COUNTY GRANTEE TAX	73.25
212	TRANSFER FEE	1.00	106	TECHNOLOGY TRST FND	5.00
035	VOF FEE	1.00		TENDERED :	424.00
036	DEED PROCESSING FEE	20.00		AMOUNT PAID:	424.00
				CHANGE AMT :	.00

CLERK OF COURT: REBECCA P. HOGAN

PAYOR'S COPY  
RECEIPT COPY 1 OF 2

**DECLARATIONS**

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Coverage afforded by this policy is provided by:

STATE FARM FIRE AND CASUALTY COMPANY  
1500 STATE FARM BLVD  
CHARLOTTESVILLE VA 22909

46-CC-V683-1 Policy Number

A Stock Company with Home Offices in  
Bloomington, Illinois.

**Named Insured and Mailing Address**

MILLER, JAMES ALLEN JR  
9897 N FREDERICK PIKE  
CROSS JCT, VA 22625-1516

The Policy Period begins and ends at  
12:01 a.m. Standard Time at the residence  
premises.

01/21/2015 Effective Date  
12months-Policy Period  
01/21/2016 Expiration of Policy Period

Limit of Liability - Section 1  
\$ 167,000 Dwelling (Coverage A)

Automatic Renewal - If the Policy  
Period is shown as 12 months, this  
policy will be renewed auto-  
matically subject to the premiums,  
rules and forms in effect each  
succeeding policy period. If this  
policy is terminated, we will give  
you and the Mortgagee/Lienholder  
written notice in compliance with  
the policy provisions or as  
required by law.

**Policy Type.**

Homeowners Policy  
Dwell Repl Cost - Similar Construction  
Increase Dwlg Up to \$33,400 - Option ID

Deductibles - Section 1 \$1000  
ALL LOSSES In case of loss under  
this policy, the deductible will be  
applied per occurrence and will be  
deducted from the amount of the  
loss. Other deductibles may apply  
- refer to your policy.

Location of Premises  
9897 N FREDERICK PIKE  
CROSS JCT, VA 22625-1516

Policy Premium \$730.00

**Forms, Options, & Endorsements**

FP-7155.5 HOMEOWNERS  
LSP B1 LMT RPLC COST-B  
FE-1357 FDSC INCREASE  
FE-2369 AMENDATORY END

LSP A1 SMLR CONST-A  
OPT ID COV A-INCR DWLG  
FE-3539 HO-W POL END

**Agent Name & Address**

CLAYTON JR, TALMADGE D  
158 FRONT ROYAL PIKE STE  
WINCHESTER, VA  
22602-4324 (540) 665-1766

Loan Number:

Prepared: Octol "EXHIBIT 2"

559-916.5

9D34  
Agent's Code  
MORTGAGEE COPY



## Claim Rep Draft

MILLER, JAMES

46-825K-396

Insured:	MILLER, JAMES	Estimate:	46-825K-396
Property:	9897 N Frederick Pike	Claim Number:	46825K396
	Cross Jct, VA 22625-1516	Policy Number:	46-CC-V683-1
Cellular:	540-533-6580	Price List:	VAWI28_MAR16
Type of Loss:	Fire		Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	3/2/2016		
Date Inspected:	3/2/2016		

## Summary for Coverage A - Dwelling - 33 Fire, Lightning, &amp; Removal

Line Item Total	82,860.68
Material Sales Tax	1,449.05
Subtotal	84,309.73
General Contractor Overhead	12,646.52
General Contractor Profit	8,431.17
Replacement Cost Value (Including General Contractor Overhead and Profit)	105,387.42
Less Depreciation (Including Taxes)	(14,235.82)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(3,559.10)
Less Deductible	(0.00)
Net Actual Cash Value Payment	\$87,592.50

## Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	14,235.82
General Contractor O&P on Depreciation	3,559.10
Replacement Cost Benefits	17,794.92
Total Maximum Additional Amount Available If Incurred	17,794.92
Total Amount of Claim If Incurred	\$105,387.42

James Amy

**ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.**

"EXHIBIT 3"

5/7/2016 3:32 PM

Page: 2



12/28/2016

Greg Unger Builders  
668 Germany Road  
Stephens City, Va 22655  
540-974-0719

James Miller  
9897 North Frederick Pike  
Winchester, Va. 22602

Remodel of house after fire

(1) Permits	2500.00
(2) Demo of part of house where fire destroyed clean up debris, haul away junk, and dumpster	10200.00
(3) Material, windows, doors, framing material, and interior doors	9056.00
(4) Labor to rebuild	22975.00
(5) Electric	6505.00
(6) Plumbing	7550.00
(7) HVAC	7000.00
(8) Metal standing seam roofing and labor	13500.00
(9) Paneling and install	7200.00
(10) Trim	675.00
(11) Trim labor	2600.00
(12) Paint and labor	3200.00
(13) Flooring, vinyl, and carpet	3200.00
(14) Insulation	3300.00
(15) Siding and soffit	7550.00
(16) Light fixtures	2200.00
(17) Finish hardware	800.00
(18) Sheetrock ceiling and labor	2600.00

Total 112611.00

James A Miller SR  
claim # 46-825K-396

"EXHIBIT 4"



FIRE AND RESCUE DEPARTMENT

OFFICE OF THE FIRE MARSHAL

1080 Coverstone Drive  
Winchester, VA 22602  
[www.fcva.us/fmo](http://www.fcva.us/fmo)

John J. Bauserman  
Deputy Chief  
Fire Marshal  
Life Safety Division

January 30, 2018

Clinton R. Ritter  
Attorney at Law  
205 East Boscawen Street  
Winchester, VA 22601

Re: James Allen Miller, Jr.  
Fire

Dear Mr. Ritter,

In response to your letter dated January 26, 2018, regarding your statement "At our meeting at your office, you stated that to your knowledge your office never forwarded any new information during the summer of 2016, or thereafter, to State Farm Fire and Casualty Company." As a point of clarification, during the meeting on July 27, 2017 at our office, I explained that copies of our reports had been sent to State Farm via FOIA requests. What was discussed during the meeting was that at no time did we present material to State Farm that suggested we believed the cause of this fire to be incendiary in nature.

To date, State Farm has obtained copies of our engine company fire report and investigation report, to include scene photographs via FOIA requests. You can obtain copies of these documents by submitting a FOIA Request to <https://frederickcountyva.nextrequest.com/>.

In a letter dated, August 1, 2016 to Pamela Riffe with State Farm from myself, "...pursuant to Article 3, "Arson Reporting Immunity Act", Code of Virginia Sections 27-85.3, 27-85.4, 27-85.5 and 27-85.6, we are requesting a copy of the applicable company information as detailed concerning the stated laws including but shall not be limited to the following information:

1. Pertinent insurance policy information relevant to a fire loss under investigation and any application for such a policy;
2. Policy premium payment records;
3. History of previous claims made by the insured;

"EXHIBIT 5"

Life Safety (540) 665-6350

[jbauserm@fcva.us](mailto:jbauserm@fcva.us)

5/18/18 6/18-4739

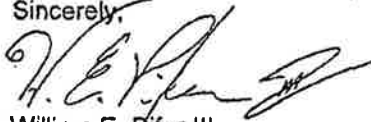
4. Material relating to the investigation of the loss, including statements of any person, proof of loss, and any other evidence relevant to the investigation. To include but not limited to investigative reports, lab analysis, photos, witness interview transcripts or summaries.

This request for information was based solely on the content of a letter I received dated May 23, 2016 from Pamela Riffe with State Farm. Where she wrote "In compliance with Virginia Code Title 27, Section 85.3-85.5, we are informing you that this fire has been determined to be incendiary in nature by William Niemann of Fire Technology Consultants, LLC."

As of this date, we have not received any of the requested information.

If you have any further questions, please feel free to call my office.

Sincerely,



William E. Pifer III  
Assistant Fire Marshal

Cc: File



**Explanation of Building Replacement Cost Benefits**  
**Homeowner Policy**  
**Coverage A - Dwelling - 33 Fire, Lightning, & Removal**

To: Name: MILLER, JAMES  
Address: 9897 N Frederick Pike  
City: Cross Jct  
State/Zip: VA, 22625-1516

Insured: MILLER, JAMES  
Date of Loss: 3/2/2016

Claim Number: 46825K396  
Cause of Loss: FIRE

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Make a claim for any additional payment on a replacement cost basis within six months of either:
  - a. The last date you received an actual cash value payment; or
  - b. The date of entry of a final order asserting your right to replacement cost settlement; whichever is later.
2. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is \$105,387.42. The enclosed claim payment to you of \$87,592.50 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is \$17,794.92.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

"EXHIBIT 6"

Date: 5/7/2016 3:32 PM

FC0007182 11/3/2015

Page: 3